



PATENT
Attorney Docket No.: 22499-701

**COMBINED DECLARATION AND POWER OF ATTORNEY
FOR UTILITY PATENT APPLICATION**

As a below-named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name;

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

the specification of which

_____ is attached hereto.

X was filed on 2 April 1999 as Application No. 09/285,929
and was amended on *
(If Applicable)

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, §1.56(a) which states in relevant part: "Each individual associated with the filing and prosecution of a patent application has a duty of candor and good faith in dealing with the Office, which includes a duty to disclose to the Office all information known to that individual to be material to patentability as defined in this section....The duty to disclose all information known to be material to patentability is deemed to be satisfied if all information known to be material to patentability of any claim issued in a patent was cited by the Office or submitted to the Office in the manner prescribed by §§ 1.97(b)-(d) and 1.98."

I hereby claim foreign priority benefits under Title 35, United States Code, §119 of any foreign application(s) for patent or inventor's certificate as indicated below and have also identified below any foreign application for patent or inventor's certificate on this invention having a filing date before that of the application on which priority is claimed:

Prior Foreign Application(s)	<u>Priority Claimed</u>
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(Number)	(Country)	(Day/Month/Year Filed)	Yes	No
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(Number)	(Country)	(Day/Month/Year Filed)	Yes	No
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I hereby claim the benefit under Title 35, United States Code, §120 of any United States application(s), and under §119(e) of any United States provisional application(s), listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States application in the manner provided by the first paragraph of Title 35, United States Code, §112, I acknowledge the duty to disclose material information as defined in Title 37, Code of Federal Regulation, §1.56(a) which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

(Application Serial No.)	(Filing Date)	(Patented, Pending, Abandoned)

I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the Patent and Trademark Office connected therewith, and to file, prosecute and to transact all business in connection with international applications directed to said invention:

Paul Davis	29,294
John J. Bruckner	35,816
David J. Weitz	38,362
Kent R. Richardson	39,443
David J. Abraham	39,554
U.P. Peter Eng	39,666
Henry J. Groth	39,696
George A. Willman	41,378
Jinntung Su	42,174
Barbara Courtney	42,442
Travis L. Dodd	42,491
Richard L. Gregory, Jr.	42,607
Van Mahamed	42,828
Shantanu Basu	43,318

Address all correspondence to:

Kent R. Richardson
Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, CA 94304

Direct all telephone calls to Kent R. Richardson at (650) 493-9300.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, §1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Full name of sole or
first inventor:

Charles McElfresh

Inventor's signature:

Charles McElfresh

Date:

5/24/99

Citizenship:

United States

Residence:

517 La Mirada Avenue, San Marino, California 91108

Post Office Address:

Same As Above

Full name of second joint
inventor, if any::

Paul Mineiro

Inventor's signature:

Paul Mineiro

Date:

May 18, 1999

Citizenship:

United States

Residence:

722 South Oxford Avenue, Los Angeles, California 90005

Post Office Address:

Same As Above

Full name of third joint

inventor, if any::

Michael Radford

Inventor's signature:

Michael Radford

Date:

May 18, 1999

Citizenship:

United States

Residence:

722 South Oxford Avenue, Los Angeles, California 90005

Post Office Address:

Same As Above



FORM PTO-1595

RECORDATION FORM COVER SHEET
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE

1-31-92

Patent and Trademark Office

To the Assistant Commissioner for Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Charles McElfresh, Paul Mineiro, Michael Radford

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: 24 May 1999

2. Name and address of receiving party(ies):

Name: Free-PC, Inc.

Street Address: 130 W. Union Street

City: Pasadena, California 91103

Additional name(s) & address(es) attached?

 Yes No

4. Application number(s) or patent number(s): 09/285,929

If this document is being filed together with a new application, the execution date of the application is: 2 April 1999

A. Patent Application No.(s): 09/285,929

B. Patent No.(s):

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kent R. Richardson
Wilson Sonsini Goodrich & Rosati
650 Page Mill Road
Palo Alto, CA 94304-1050

6. Total number of applications and patents involved: 17. Total fee (37 CFR 3.41) \$40.00
 Enclosed
 Authorized to be charged to deposit account8. Deposit account number: 23-2415
(Attorney Docket No.:22499-701)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kent R. Richardson, Reg. No. 39,443
Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments and document: [4]

**JOINT TO CORPORATE
ASSIGNMENT**

WHEREAS, the undersigned,

McElfresh, Charles
517 La Mirada Avenue
San Marino, California 91108

Mineiro, Paul
722 South Oxford Avenue
Los Angeles, California 90005

and

Radford, Michael
722 South Oxford Avenue
Los Angeles, California 90005

hereinafter termed "Inventors", have invented certain new and useful improvements in

**METHOD AND SYSTEM FOR OPTIMUM PLACEMENT OF
ADVERTISEMENTS ON A WEBPAGE**

and have filed an application for a United States patent disclosing and identifying the above invention on 2 April 1999 as Application No. 09/285,929 (hereinafter termed "application"); and

WHEREAS, Free-PC, Inc., a corporation of the State of Delaware, having a place of business at 130 W. Union Street, Pasadena, California 91103, (hereinafter termed "Assignee"), is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a divisional, substitution, continuation, or continuation-in-part of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance

of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, said Inventors have executed and delivered this instrument to said Assignee as of the dates written below.

Charles McElfresh
Charles McElfresh

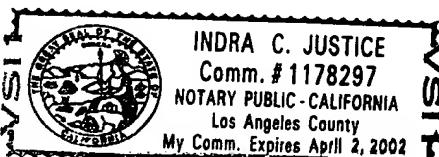
Date

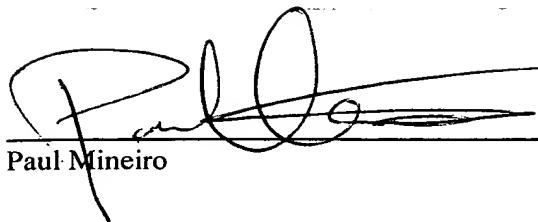
State of _____
County of _____

On 5/24, 1999, before me, Indra C. Justice,
personally appeared Charles McElfresh.

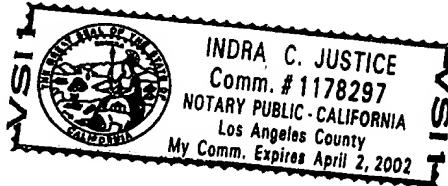
WITNESS my hand and official seal.

Indra C. Justice
(Notary Public)




Paul Mineiro

May 24, 1999
Date



State of California)
County of Los Angeles)

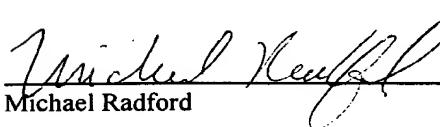
On 5/24, 1999, before me, Indra C. Justice
personally appeared Paul Mineiro,

personally known to me or proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed to
the within instrument and acknowledged to me that he/she executed
the same in his/her authorized capacity, and that by his/her signature
on the instrument the person or the entity upon behalf of which the
person acted, executed the instrument.

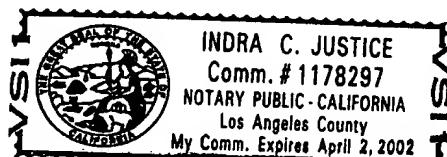
WITNESS my hand and official seal.

Indra C. Justice

(Notary Public)


Michael Radford

May 24, 1999
Date



State of California)
County of Los Angeles)

On 5/24, 1999, before me, Indra C. Justice
personally appeared Michael Radford,

personally known to me or proved to me on the basis of
satisfactory evidence, to be the person whose name is subscribed to
the within instrument and acknowledged to me that he/she executed
the same in his/her authorized capacity, and that by his/her signature
on the instrument the person or the entity upon behalf of which the
person acted, executed the instrument.

WITNESS my hand and official seal.

Indra C. Justice

(Notary Public)